

EXHIBIT 1

ALTA COMMITMENT
Schedule A

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: January 23, 1996 at 8:00 AM

Agent File No. MT 11134

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy

\$ 115,000.00

Proposed Insured:

CRUZ M. CRESPO and JULIO CRESPO

(b) ALTA Loan Policy

\$ 115,000.00

Proposed Insured:

NATIONAL HOME MORTGAGE,
its Successors and/or Assigns

2. Title to the

Fee Simple

estate or interest in the land

described or referred to in this Commitment is at the effective date hereof vested in:

D & SONS CONSTRUCTION CORP. by deed from ABC HORIZON HOME IMPROVEMENTS, INC., a New Jersey Corporation dated June 14, 1995 and recorded in the Middlesex County Clerk's Office on July 10, 1995 in Deed Book 4251 page 483.

3. The land referred to in this Commitment is described as follows:
See Attached Legal Description in Schedule C

ONMOUTH TITLE AGENCY, INC.
20 Broad Street
Ed Bank, New Jersey 07701
(908) 758-0201

This commitment is invalid unless the Insuring Provisions
of Schedules A and B are attached.

Form TCMNTNJ Rev 08/01/94



WS1 027989

ALTA COMMITMENT
Schedule B-I

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-I (REQUIREMENTS)

Agent File No. MT 11134

1. The following are the requirements to be complied with:

A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

B. Instruments in insurable form which must be executed, delivered and duly filed for record.

C. DELIVERY AND RECORDING OF A DEED FROM: D & SONS CONSTRUCTION CORP. to CRUZ M. CRESPO and JULIO CRESPO.

D. DELIVERY AND RECORDING OF A MORTGAGE FROM: CRUZ M. CRESPO and JULIO CRESPO, to NATIONAL HOME MORTGAGE.

E. SATISFACTION AND CANCELLATION OF MORTGAGE(S) as set forth in Schedule B-II.

F. Submission of standard form Affidavit of title for proposed grantor(s)/mortgagor(s).

G. This company requests that a title rundown be ordered at least 24 hours prior to closing of title.

H. Submission of corporate standard form Affidavit of Title together with resolution of the Board of Directors authorizing the within transaction vs D & Sons Construction Corp.

NOTE: Final mortgage policy will contain an ALTA 8.1 Environmental Protection Lien Endorsement. (Sample attached).

NOTE: Mortgage Policy to issue will contain an ALTA 9 Endorsement. (sample attached)

I. A NOTICE OF SETTLEMENT pursuant to N.J.S.A. 46:16A-1 et seq., must be filed prior to closing of title.

NOTE: Mortgage policy will insure that the mortgage set forth herein is a valid first mortgage lien on the above mentioned property in accordance with the conditions shown herein.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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SWS Form TCMNTHJ Rev. 06/01/94



WS1 027990

ALTA COMMITMENT
Schedule B-II

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II

Agent File No. MT 11134

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes.
 - a) Possible additional taxes and assessments for the year 1994 assessed or levied under N.J.S.A. 54:4-63.1 et seq.
 - b) Tax Search dated February 7, 1996 is attached.
 - c) Assessment Search dated February 7, 1996 shows none.
 - d) Lien for water and/or sewer rents.
8. New Jersey Superior Court and U.S. District Court Search Report shows 2 judgments vs. Julio Crespo, proposed mortgagor.
NOTE: We require said judgments to be satisfied and cancelled of record or proof that same are against party or parties of similar name.
9. Upper Court search vs. the proposed grantor shows clear through January 31, 1996.
10. SATISFACTION AND CANCELLATION OF A MORTGAGE MADE BY: D & Sons Construction Corp. and John Dinaso, personal guarantor to Community Home Mortgage Corporation, 33 Clinton Road, West Caldwell, New Jersey 07006 dated June 14, 1995, recorded July 10, 1995 in Mortgage Book 4920 at page 333 in the MIDDLESEX County Clerk's Office.

(Continued)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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SAS Form TCMNTNJ Rev. 06/01/94



WS1 027991

ALTA COMMITMENT
Schedule B Cont'd

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B -II (CONTINUED)

Agent File No. MT 11134

Secures: \$ 107,750.00.

NOTE: Said Mortgage having been assigned to Federal Savings Bank, 2800 Cantrell Road, Little Rock, Arkansas 72221 having been recorded September 14, 1995 in Assignment of Mortgage Book 630 at page 131.

11. SUBJECT TO RECOGNIZANCES, if any, filed against the sellers/mortgagors or the property described in Schedule A-3(C). (Copy of Notice is attached)

12. Subject to subsurface conditions not of record. (Fee policy only.)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

553

SWS Form TCMNTNJ Rev. 06/01/94



WS1 027992

SCHEDULE c

Agent File No. MT 11134

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the City of PERTH AMBOY, County of MIDDLESEX and State of New Jersey, and being more particularly described as follows:

BEGINNING at a point on the westerly sideline of Watson Avenue (66 feet wide) said point being distant southerly 177.44 feet from the intersection of said sideline with the southerly sideline of Fayette Street, and running, thence:

- 1) Leaving Watson Avenue, north 68 degrees 30 minutes 00 seconds west a distance of 72.00 feet to a point, thence;
- 2) South 21 degrees 30 minutes 00 seconds west a distance of 25.00 feet to a point, thence;
- 3) South 68 degrees 30 minutes 00 seconds east a distance of 72.00 feet to a point on the westerly sideline of said Watson Avenue, thence;
- 4) Along said sideline, North 21 degrees 30 minutes 00 seconds east a distance of 25.00 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY - Said premises being also known as Lot 19 in Block 115 as shown on the current Tax Map of the City of Perth Amboy, County of Middlesex and State of New Jersey.



Nations Title Insurance of New York Inc.
54 Shrewsbury Avenue • Red Bank, NJ 07
Phone (908) 219-6540

NJ: 226084



Date: January 23, 1996

NATIONAL HOME MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS

Re: Closing Service Letter

Issuing Agent or Attorney whose conduct is covered: Stanley Yacker, Esq.

File No.: MT 11134

Premises: 335 Watson Ave., Perth Amboy, NJ

Dear Customer:

When title insurance of Nations Title Insurance of New York Inc. ("Company") is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Nations Title Insurance of New York Inc. or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office at 6800 College Blvd., Suite 700, Overland Park, Kansas 66211. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF NATIONS TITLE INSURANCE OF NEW YORK INC.

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

MONMOUTH TITLE AGENCY, INC.

Issuing Office

320 Broad Street

Address

Red Bank, NJ 07701 (908) 758-0201

City

State

Phone

Sincerely,

Henry R. Kellermann
Nations Title Insurance of New York Inc.
Regional Vice President

451

LENDER

WS1 027988

NJR6 6-04
8/1/94 (V2)

ALTA Loan Policy
Schedule A

MORTGAGE TITLE INSURANCE POLICY

SCHEDULE A

Amount of Insurance: \$109,200.00

Policy No. **M** 189-193067

Agent File No. MT-11134

Date of Policy March 19, 1996

1. Name of Insured:
NATIONAL HOME FUNDING,
its Successors and/or Assigns
2. The estate or interest in the land which is encumbered by the insured mortgage is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
CRUZ M. CRESPO and JULIO CRESPO by Deed from D & SONS CONSTRUCTION CORP., dated
February 26, 1996, recorded March 19, 1996, Clerk's Office Middlesex County, in Deed
Book 4311 at page 141.
4. The insured mortgage and the assignments thereof, if any, are described as follows:
Mortgage in the amount of \$109,200.00 and interest made by JULIO CRESPO AND CRUZ M.
CRESPO to NATIONAL HOME FUNDING, INC., dated February 27, 1996, recorded March 19,
1996 in the Middlesex County Clerk's Office, New Jersey, in Mortgage Book 5050, page
562.
NOTE: Mortgage policy will insure that the mortgage set forth herein is a valid first
mortgage lien on the above mentioned property in accordance with the conditions shown
herein.
5. The land referred to in this policy is described as follows:
See Attached Legal Description in Schedule C

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

NT 001004

This policy is not valid unless
Schedule B is attached hereto.



Loan Policy
Schedule B
Part I

MORTGAGE TITLE INSURANCE POLICY

SCHEDULE B

Policy No. **M**189-193067

Agent File No. MT 11134

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Lien of Municipal Taxes for the year 1996. However, taxes have been paid through the 1st Quarter, 1996. Subsequent quarters are not yet due and payable.
2. Subject to such facts as a current survey of the premises would disclose.

NT 001005



Loan Policy
Schedule B
Part II

MORTGAGE TITLE INSURANCE POLICY

Agent File No. MT 11134

SCHEDULE B-II

Policy No. M 189-193067

In addition to the matters set forth in Schedule (B), the title to the estate or interest in the land described or referred to in Schedule (A) is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

NT 001006



SCHEDULE c

Agent File No. MT 11134

Policy No. M 189-193067

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the City of PERTH AMBOY, County of MIDDLESEX and State of New Jersey, and being more particularly described as follows:

BEGINNING at a point on the westerly sideline of Watson Avenue (66 feet wide) said point being distant southerly 177.44 feet from the intersection of said sideline with the southerly sideline of Fayette Street, and running, thence:

- 1) Leaving Watson Avenue, north 68 degrees 30 minutes 00 seconds west a distance of 72.00 feet to a point, thence;
- 2) South 21 degrees 30 minutes 00 seconds west a distance of 25.00 feet to a point, thence;
- 3) South 68 degrees 30 minutes 00 seconds east a distance of 72.00 feet to a point on the westerly sideline of said Watson Avenue, thence;
- 4) Along said sideline, North 21 degrees 30 minutes 00 seconds east a distance of 25.00 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY - Said premises being also known as Lot 19 in Block 115 as shown on the current Tax Map of the City of Perth Amboy, County of Middlesex and State of New Jersey.

NT 001007



ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT
(New Jersey)

Issued By

**Nations Title Insurance
of New York Inc.**

Agent File No. MT 11134

RE: CRESPO

335 WATSON AVENUE

PERTH AMBOY, NJ

Attached to Policy Number M 189-193067

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement will not insure against liens arising pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et. seq. subsequent to the effective date of this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding until signed by an authorized signature as designated below.

Signed this 10th day of June, 19 96

**Nations Title Insurance
of New York Inc.**

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

By:

Richard Alexander
President

Attest:

Christy Dikens
Secretary

Countersigned:

By

Christy Dikens
Authorized Officer or Agent

2358

ALTA Endorsement 8.1 (NJ)

SMS Form TEDNT81 Rev. 08/09/94

NT 001008

RESTRICTIONS, ENCROACHMENTS AND MINERALS ENDORSEMENT

Issued By

Nations Title Insurance of New York Inc.

Attached to Policy Number

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:
 - (a) There are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) There are no present violations on the land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate any building setback lines shown on a plat of subdivision recorded or filed in the public record.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) There is no encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.
 - (4) There is no encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (5) There are no notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:
 - (a) invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
 - (b) loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in Paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding until signed by an authorized signature as designated below.

Signed this _____ day of _____, 19____

Nations Title Insurance
of New York Inc.

By:

Kenneth Alexander
President

Attest:

Christina L. Leland
Secretary

Countersigned

By

Michael S. Yabl
Authorized Officer or Agent

NT 001009

EXHIBIT 2

03/12/96

12:52

MONMOUTH TITLE AGENCY + 908 528 7144

NO. 098

006

ALTA COMMITMENT
Schedule A**COMMITMENT FOR TITLE INSURANCE****SCHEDULE A**

Effective Date: February 21, 1996 at 8:00 AM

Agent File No. MT 11163

1. Policy or Policies to be Issued:

(a) ALTA Owner's Policy

\$ 100,000.00

Proposed Insured:

MARVINA POPE-ISLAM and MELVINA POPE

(b) ALTA Loan Policy

\$ 100,000.00

Proposed Insured:

NATIONAL HOME FUNDING,
its Successors and/or Assigns2. Title to the Fee Simple estate or interest in the land
described or referred to in this Commitment is at the effective date hereof vested in:

D & SONS CONSTRUCTION CORP. by deed from ABC Home Horizon Improvements, Inc., a New Jersey Corporation dated June 14, 1995, recorded June 26, 1995 in Deed Book 5419 at page 635 in the Monmouth County Clerk's Office, and by Corrective Deed dated September 13, 1995, recorded September 20, 1995 in Deed Book 5444 at page 423 in the Monmouth County Clerk's Office.

3. The land referred to in this Commitment is described as follows:
See Attached Legal Description in Schedule C

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

This commitment is invalid unless the Insuring Provisions
and Schedules A and B are attached.

SSO

SWIS Form TCANINJ Rev. 0001/94



WS1 059062

03/12/96 12:52 MONMOUTH TITLE AGENCY + 908 528 7144

NO. 098 087

ALTA COMMITMENT
Schedule B-I**COMMITMENT FOR TITLE INSURANCE****SCHEDULE B-I
(REQUIREMENTS)**

Agent File No. MT 11163

1. The following are the requirements to be complied with:

- A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
- B. Instruments in insurable form which must be executed, delivered and duly filed for record.
- C. DELIVERY AND RECORDING OF A DEED FROM: D & SONS CONSTRUCTION CORP. to MARVINA POPE-ISLAM and MELVINA POPE.
- D. DELIVERY AND RECORDING OF A MORTGAGE FROM: MARVINA POPE-ISLAM and MELVINA POPE, to NATIONAL HOME FUNDING.
- E. SATISFACTION AND CANCELLATION OF MORTGAGE(S) as set forth in Schedule B-II.
- F. Submission of standard form Affidavit of title for proposed grantor(s)/mortgagor(s).
- G. This company requests that a title rundown to be ordered at least 24 hours prior to closing of title.
- H. A copy of the corporate resolution of D & Sons Construction Corp. authorizing the sale of the premises must be produced at or prior to closing of title and provided to this Company. Said corporate resolution must be certified to be a true copy adopted by the Board of Directors in accordance with the Certificate of Incorporation, etc., and that same has not been modified or rescinded

NOTE: Final mortgage policy will contain an ALTA 8.1 Environmental Protection Lien Endorsement. (Sample attached).

NOTE: Mortgage Policy to issue will contain an ALTA 9 Endorsement. (sample attached)

NOTE: Mortgage policy will insure that the mortgage set forth herein is a valid first mortgage lien on the above mentioned property in accordance with the conditions shown herein.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

551

595 Form TCMNTNJ Rev. 06/01/84



WS1 059063

03/12/96

12:53

MONMOUTH TITLE AGENCY - 908 528 7144

NO. 098 D08

ALTA COMMITMENT
Schedule B-II**COMMITMENT FOR TITLE INSURANCE****SCHEDULE B-II**

Agent File No. MT 11163

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes.

- a) Possible additional taxes and assessments for the year 1995 assessed or levied under N.J.S.A. 54:4-63.1 et seq.
 - b) Tax Search dated September 29, 1995 is attached.
 - c) Assessment Search dated September 29, 1995 shows none.
 - d) Lien for water and/or sewer rents.
 - e) Liability, if any, or premises for municipal improvements constructed or being constructed, but not yet assessed.
- NOTE: Tax and Assessment Search has been continued and will be submitted upon receipt.

8. SATISFACTION AND CANCELLATION OF A MORTGAGE MADE BY: D & Sons Construction Corp. and John Dinaso, Personal Guarantor to Community Home Mortgage Corp., dated June 14, 1995, recorded June 26, 1995 in Mortgage Book 5809 at page 102 in the MONMOUTH County Clerk's Office. Secures: \$88,550.00.

9. Upper court search vs. the proposed mortgagor/grantor has been ordered, and will be reported upon receipt of same.

(Continued)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



552

SMA Form TCMPTNJ Rev. 06/01/94

WS1 059064

03/12/96 12:53 MONMOUTH TITLE AGENCY + 908 528 7144

NO. 098 089

ALTA COMMITMENT
Schedule B Cont'd

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - II (CONTINUED)

Agent File No. MT 11163

10. SUBJECT TO RECOGNIZANCES, if any, filed against the sellers/mortgagors or the property described in Schedule A-3(C). (Copy of Notice is attached)

11. Subject to subsurface conditions not of record. (Fee policy only.)

12. Based upon a survey made by Thomas R. Hansen, P.L.S. dated June 6, 1995, the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line disputes or easements, except as follows:

- (a) Mislocation of 5 foot metal fence along Westerly line of insured premises.
- (b) Shed encroaches onto lands to the South of insured premises.

NOTE: Subject to submission of a Survey Affidavit of NO CHANGE by the within Grantor(s).

*Need
affirm
w/ no
Removable
Excess*

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

553

543 Form TCM/TNJ Rev. 0001/84



WS1 059065

03/12/96

12:53

MONMOUTH TITLE AGENCY + 908 528 7144

NO. 098

D10

SCHEDULE C

Agent File No. MT 11163

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the Township of NEPTUNE, County of MONMOUTH and State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the easterly line of Fisher Avenue (50 foot Right-of Way) said point being distant 248.52 feet southerly from its intersection with the southerly line of Bangs Avenue and from said beginning point running:

- 1) North 85 degrees 00 minutes 00 seconds East, 152.00 feet to a point; thence
- 2) South 04 degrees 50 minutes 23 seconds East, 100.00 feet to a point; thence
- 3) South 85 degrees 00 minutes 00 seconds West, 151.72 feet to a point in the easterly line of Fisher Avenue; thence
- 4) Along same, North 05 degrees 00 minutes 00 seconds West, 100.00 feet to the Point and Place of Beginning.

The above description was drawn in accordance with a survey prepared by Flannery, Webb & Hansen, P.A. dated June 9, 1995.

FOR INFORMATION PURPOSES ONLY - Said premises being also known as Lot 215 in Block 193 as shown on the current Tax Map of the Township of Neptune, county of Monmouth and state of New Jersey.



NJ Form TC/NTN Rev. 08/01/94

WS1 059066

Nations Title Insurance of New York Inc.
54 Shrewsbury Avenue • Red Bank, NJ 07701
Phone (908) 219-6540

NJ2- 226112



Date: March 8, 1996

NATIONAL HOME FUNDING
its Successors and/or Assigns
3443 Highway 9 North
Freehold, NJ 07728

Re: Closing Service Letter

Issuing Agent or Attorney whose conduct is covered: STANLEY YACKER, ESQUIRE

File No.: MT 11163 (POPE-ISLAM/POPE)

Premises: Lot 193, Block 215 Tax Map, Township of Neptune, Monmouth County

Dear Customer:

When title insurance of Nations Title Insurance of New York Inc. ("Company") is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Nations Title Insurance of New York Inc. or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office at 6800 College Blvd., Suite 700, Overland Park, Kansas 66211. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF NATIONS TITLE INSURANCE OF NEW YORK INC.

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

MONMOUTH TITLE AGENCY, INC.

Issuing Office

320 BROAD STREET

Address

RED BANK, NEW JERSEY 07701 (908) 758-0201

City

State

Phone

Sincerely,

Henry R. Kellermann
Nations Title Insurance of New York Inc.
Regional Vice

EXHIBIT 3

TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

Commitment No.

1. Commitment Date: March 3, 1996 File No. CT-16879
2. Policy or Policies to be issued: Policy Amount
- (a) ☒ ALTA Residential Title Insurance Policy \$ 110,000.00
One-to-Four Family Residences (6/1/87) ~~100,000~~
☐ ALTA Owner -- (4/6/92) \$

Proposed Insured:

GARY GEISER

- (b) ☒ ALTA Loan Policy \$ 70,000.00
(10/17/92) ~~70,000~~

Proposed Insured:

NATIONAL HOME FUNDING, INC.,
its successors and/or assigns

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by Shadow Lawn Savings Bank, SLa by deed from, William M. Lanzaro, Sheriff of Monmouth County, dated October 17, 1994, recorded November 28, 1994, in the Monmouth County Clerk's/Register's office in deed book 5366, page 436.
4. The land referred to in this Commitment is in the County of Monmouth, City of Asbury Park, State of New Jersey and is described as follows:

Issued By:
COASTAL TITLE AGENCY, INC.
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660, (800) 521-0378, (908) 779-5543, FAX# (908) 308-1881

WS1 056172

(2)

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-16879

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the easterly line of Emory Street distant 79.00 feet on a course of North 27 degrees 30 minutes East from the point of intersection of same with the northerly line of Munroe Avenue and running; thence

1. North 27 degrees 30 minutes East, along the easterly line of Emory Street, 21.00 feet to a point; thence

2. South 62 degrees 30 minutes East, 50.00 feet to an iron pipe set; thence

3. South 27 degrees 30 minutes West, 21.00 feet to a pipe set; thence

4. North 62 degrees 30 minutes West, 50.00 feet to a point in the easterly line of Emory Street, the point or place of Beginning.

NOTE: Being Lot(s) 9, Block 133, Tax Map of the City of Asbury Park.

Issued By:
COASTAL TITLE AGENCY, INC.
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1681

TITLE INSURANCE COMPANY
A Reliance Group Holdings company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-16879

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. Deed from EMC, Inc. to DEK Homes of New Jersey, Inc. to be recorded.
 - 2. Deed made by DEK Homes of New Jersey, Inc. to the proposed insured(s) named in Schedule A, 2(a).
 - 3. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) County judgment search is clear.

WS1 056174

(4)

(i) New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.

(j) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There are no open mortgages of record.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: As an accommodation, a Flood Letter has been ordered, but not yet received.

(k) Receipt of proper corporate affidavit of title for EMC, Inc.

(l) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

(m) Receipt of proper corporate affidavit of title for DEK Homes of New Jersey, Inc.

(n) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement - Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

Schedule B-Section 1
Form No. 1106-3

WS1 056176

⑥

TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

Commitment No.

File No. CT-16879

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
5. Taxes, charges and assessments.
6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1996.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Restrictions as contained in Deed Book 303 Page 185.

NOTE: Release of right of reverter in Deed Book 444 page 118.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned: 

Authorized Signatory

Page 5

Schedule B-Section II
Form No. 1106-6

NJRS 3-02
10-15-82

WS1 056177

⑦

04/03/96 09:23 COASTAL TITLE AGENCY INC. + NADINE JENN

NO.319 DB6

Commonwealth
Land Title Insurance Company

Audit No. X-01-015094

Date: April 03, 1996

To: NATIONAL HOME FUNDING, INC.,
its successors and/or assigns

Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Stanley Yacker, Esq.
330 Highway 34, Suite 3
Matawan, NJ 07747

File No: CT-16879
Transaction: GARY GEISER
Premises: 606 EMBURY AVENUE
ASBURY PARK

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 6-04
8/1/94

WS1 056178

04/03/96

09:24

COASTAL TITLE AGENCY INC. - NADINE JENN

NO. 319 D07

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

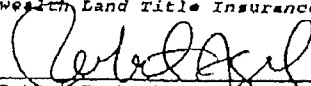
E. Claims shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

BY:


Robert F. Agel, President
Coastal Title Agency, Inc.
Agent

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 6-04
8/1/94

WS1 056179

EXHIBIT 4

03/29/1996 18:38 90856627

MICHAEL ALFIER SQ

PAGE 02

TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT
SCHEDULE A

Commitment No.

1. Commitment Date: March 3, 1996

File No. CT-16878

2. Policy or Policies to be issued:

(a) ☒ ALTA Residential Title Insurance Policy
One-to-Four Family Residences (6/1/87)
☐ ALTA Owner -- (4/6/92)

Policy Amount

\$ 30,000.00

\$

Proposed Insured:

GARY GEISER

(b) ☒ ALTA Loan Policy
(10/17/92)

\$ 91,000.00

Proposed Insured:

NATIONAL HOME FUNDING, INC.
its successors and/or assigns

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by EMC Mortgage Corp. by deed from, William M. Lantaro, Sheriff of Monmouth County, dated October 04, 1993, recorded December 16, 1993, in the Monmouth County Clerk's/Registrar's office in deed book 5272, page 392.

4. The land referred to in this Commitment is in the County of Monmouth, City of Asbury Park, State of New Jersey and is described as follows:

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660, (800) 521-0378, (908) 775-5543, FAX# (908) 308-1881

WSI 056817

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-16878

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Property known as Lot 10-B as shown on map entitled "Plan of Lots in the City of Asbury Park, Mon. Co., N.J. Part of the Morrell Tract" and filed in the Monmouth County Clerk's Office on September 24, 1907 as Case No. 7-18.

Beginning at a point in the southeasterly line of Jersey Street, distant 100.00 feet northeasterly from the intersection of the said southeasterly line of Jersey Street with the northeasterly line of Washington Avenue and running; thence

1. North 14 degrees 13 minutes East, 50.00 feet to a point; thence

2. South 75 degrees 47 minutes East, 70.00 feet to a point; thence

3. South 14 degrees 13 minutes West, 50.00 feet to a point; thence

4. North 75 degrees 47 minutes West, 70.00 feet to a point in the southeasterly line of Jersey Street, said point being the point and place of Beginning.

NOTE: Being Lot(s) 25, Block 59, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WSI 056818

**COMMONWEALTH LANE
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company**

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-16878

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Property known as Lot 10-B as shown on map entitled "Plan of Lots in the City of Asbury Park, Mon. Co., N.J. Part of the Morrell Tract" and filed in the Monmouth County Clerk's Office on September 24, 1907 as Case No. 7-18.

Beginning at a point in the southeasterly line of Jersey Street, distant 100.00 feet northeasterly from the intersection of the said southeasterly line of Jersey Street with the northeasterly line of Washington Avenue and running; thence

1. North 14 degrees 13 minutes East, 50.00 feet to a point; thence
2. South 75 degrees 47 minutes East, 70.00 feet to a point; thence
3. South 14 degrees 13 minutes West, 50.00 feet to a point; thence
4. North 75 degrees 47 minutes West, 70.00 feet to a point in the southeasterly line of Jersey Street, said point being the point and place of Beginning.

NOTE: Being Lot(s) 25, Block 59, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WSI 056819

03/29/1995 18:38 90856622

MICHAEL ALFIERT

PAGE 03

**COMMONWEALTH LAND
TITLE INSURANCE COMPANY**
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMEN

Commitment No.

File No. CT-16878

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Property known as Lot 10-B as shown on map entitled "Plan of Lots in the City of Asbury Park, Mon. Co., N.J. Part of the Morrell Tract" and filed in the Monmouth County Clerk's Office on September 24, 1907 as Case No. 7-18.

Beginning at a point in the southeasterly line of Jersey Street, distant 100.00 feet northeasterly from the intersection of the said southeasterly line of Jersey Street with the northeasterly line of Washington Avenue and running; thence

1. North 14 degrees 13 minutes East, 50.00 feet to a point; thence
2. South 75 degrees 47 minutes East, 70.00 feet to a point; thence
3. South 14 degrees 13 minutes West, 50.00 feet to a point; thence
4. North 75 degrees 47 minutes West, 70.00 feet to a point in the southeasterly line of Jersey Street, said point being the point and place of Beginning.

NOTE: Being Lot(s) 25, Block 59, Tax Map of the City of Asbury Park.

Issued By:
COASTAL TITLE AGENCY, INC.
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

(3)

WSI 056820

03/29/1996 18:38 908566227

MICHAEL ALFIERI JR

PAGE 04

TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-16878

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 1. Deed from EMC Corp. to DEK Homes of New Jersey, Inc. to be recorded.
 2. Deed made by DEK Homes of New Jersey, Inc. to the proposed insured(s) named in Schedule A, 2(a).
 3. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantor/mortgagor.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) County judgment search is clear.

49

ENDORSEMENT NO. 1

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

RE: GEISER/EMC MORTGAGE CORP.
31 & 33 JERSEY STREET
ASBURY PARK, NJ

To be annexed to and form a part of Commitment/Policy No. CT-16878

insuring GEISER as set forth in said Commitment/Policy.

The said Commitment/Policy is hereby amended in the following manner:

Schedule A, Item 2(a) - Proposed Amount - OMIT AND SUBSTITUTE
\$130,000.00

The total liability of the Company under said commitment/policy and any endorsements attached thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the provisions of said commitment/policy to pay.

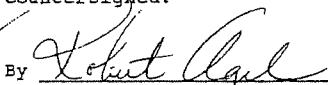
This endorsement is made a part of said commitment/policy and is subject to the exclusions, schedules, endorsements, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said Commitment/Policy, unless otherwise expressly stated.

IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 1st April A. D. 1996.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

By 
Authorized Officer or Agent
COASTAL TITLE AGENCY, INC.

Form 1013 (Rev'd 2-87)

WSI 056822

**COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company**

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-16878

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Property known as Lot 10-B as shown on map entitled "Plan of Lots in the City of Asbury Park, Mon. Co., N.J. Part of the Morrell Tract" and filed in the Monmouth County Clerk's Office on September 24, 1907 as Case No. 7-18.

Beginning at a point in the southeasterly line of Jersey Street, distant 100.00 feet northeasterly from the intersection of the said southeasterly line of Jersey Street with the northeasterly line of Washington Avenue and running; thence

1. North 14 degrees 13 minutes East, 50.00 feet to a point; thence
2. South 75 degrees 47 minutes East, 70.00 feet to a point; thence
3. South 14 degrees 13 minutes West, 50.00 feet to a point; thence
4. North 75 degrees 47 minutes West, 70.00 feet to a point in the southeasterly line of Jersey Street, said point being the point and place of Beginning.

NOTE: Being Lot(s) 25, Block 59, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WSI 056823

03/29/1996 18:38 90856522

MICHAEL ALFIER. 30

PAGE 05

- (j) New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.

NOTE: Preliminary search is attached hereto. Judgments will follow immediately upon receipt.

- (j) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There are no open mortgages of record.

- (k) Receipt of proper corporate affidavit of title for EMC Corp.

- (l) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

- (m) Receipt of proper corporate affidavit of title for DEK Homes of New Jersey, Inc.

- (n) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement - Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the

5

WSI 056824

03/29/1996 18:38 90856627

MICHAEL ALFIER ISO

PAGE 06

TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

Commitment No.

File No. CT-16879

EXCEPTIONS

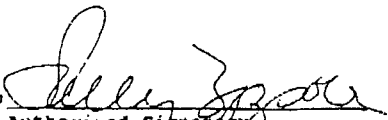
Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
5. Taxes, charges and assessments.
6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1996.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned:


Authorized Signatory

Page 5

Schedule B-Section II
Form No. 1106-6

NJRS 3-02
10-15-82

(6)

WSI 056825

Commonwealth
Land Title Insurance Company
Audit No. X01-015148

Date: March 29, 1996

To: NATIONAL HOME FUNDING, INC.
its successors and/or assigns
Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Michael A. Alfieri, Esquire
187 Route 34 South
Matawan, NJ 07747

File No: CT-16878
Transaction: GARY GEISER
Premises: 31 & 33 JERSEY STREET
ASBURY PARK

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 6-04
8/1/94

SYSW010323

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

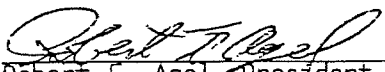
D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

E. Claims shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

BY: 
Robert F. Agel, President
Coastal Title Agency, Inc.
Agent

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

SYSW010324

RB 6-04
8/1/94

EXHIBIT 5

Commitment for Title Insurance
Issued By

**Nations Title Insurance
of New York Inc.**

6800 College Blvd. / Suite 700 / Overland Park, Kansas 66211
913-491-5585

WS1 026324



Commitment for Title Insurance

Issued by

MT 11221

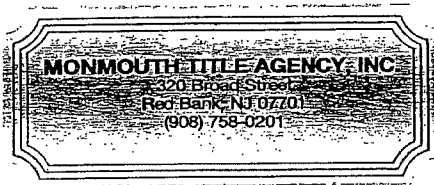
Nations Title Insurance of New York Inc.

Nations Title Insurance of New York Inc., a New York corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Nations Title Insurance of New York Inc. has caused this Commitment to be signed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.



Nations Title Insurance of New York Inc.

By:

Richard Alexander
President

Attest:

Christy S. Skenes
Secretary

Countersigned:

By *[Signature]*
Authorized Officer or Agent

ALTA COMMITMENT
Schedule A

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: April 11, 1996 at 8:00 AM

Agent File No. MT 11221

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy

\$ 85,000.00

Proposed Insured:

KATHY POPE and MARVINA POPE ISLAM

(b) ALTA Loan Policy

\$ TBD

Proposed Insured:

NATIONAL HOME FUNDING,
its Successors and/or Assigns

2. Title to the Fee Simple estate or interest in the land
described or referred to in this Commitment is at the effective date hereof vested in:

D. & SONS CONSTRUCTION CORP., by deed from ABC Horizon Home Improvements, Inc.,
dated May 24, 1995, recorded June 5, 1995, Clerk's Office, Monmouth County in Deed
Book 5413 page 898.

3. The land referred to in this Commitment is described as follows:

See Attached Legal Description in Schedule C

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

WS1 026326

This commitment is invalid unless the Insuring Provisions
and Schedules A and B are attached.

550

SWS Form TCMNTNJ Rev. 08/01/84



ALTA COMMITMENT
Schedule B-I

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-I (REQUIREMENTS)

Agent File No. MT 11221

1. The following are the requirements to be complied with:

- A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
- B. Instruments in insurable form which must be executed, delivered and duly filed for record.
- C. DELIVERY AND RECORDING OF A DEED FROM: D & SONS CONSTRUCTION CORP. to KATHY POPE and MARVINA POPE ISLAM.
- D. DELIVERY AND RECORDING OF A MORTGAGE FROM: KATHY POPE and MARVINA POPE ISLAM, to NATIONAL HOME FUNDING.
- E. This company requests that a title rundown be ordered at least 24 hours prior to closing of title.
- F. Payment of the premiums and charges for the title policy to issue.
- G. SUBMISSION of Standard form Affidavit of Title for proposed grantor(s)/mortgagor(s).
- H. A copy of the corporate resolution of D & Sons Construction Corp. authorizing the sale of the premises must be produced at or prior to closing of title and provided to this Company. Said corporate resolution must be certified to be a true copy adopted by the Board of Directors in accordance with the Certificate of Incorporation, etc., and that same has not been modified or rescinded.
- I. A NOTICE OF SETTLEMENT pursuant to N.J.S.A. 46:16A-1 et seq., must be filed prior to closing of title.
- J. SATISFACTION AND CANCELLATION OF MORTGAGE(S) as set forth in Schedule B-II.
- K. You must inform us in writing of the name of anyone not referred to in the Commitment who will receive an interest in the land or who will join in the mortgage on the land.

NOTE: Final mortgage policy will contain an ALTA 8.1 Environmental Protection Lien Endorsement. (Sample attached).

NOTE: Mortgage policy will insure that the mortgage set forth herein is a valid first mortgage lien on the above mentioned property in accordance with the conditions shown herein.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

551

SWS Form TCMNTNJ Rev. 06/01/94

WS1 026327



ALTA COMMITMENT
Schedule B-II

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II

Agent File No. MT 11221

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes.
 - a) Tax and Assessment Search on the within described premises has been ordered.
 - b) Possible additional taxes and assessments for the year 1996 assessed or levied under N.J.S.A. 54:4-63.1 et seq.
8. Upper court search vs. the proposed mortgagor/grantor has been ordered.
9. SUBJECT TO RECOGNIZANCES, if any, filed against the sellers/mortgagors or the property described in Schedule A-3(C). (Copy of Notice is attached)
10. Subject to subsurface conditions not of record. (Fee policy only.)
11. Mortgage from D & Sons Construction Corp. and John Dinaso, Personal Guarantor, to Community Home Mortgage Corporation, dated May 24, 1995, recorded June 5, 1995, Clerk's Office, Monmouth County in Mortgage Book 5799 page 592. SECURES: \$78,750.00. Said mortgage was assigned to Federal Savings Bank, by Assignment Mortgage Book 710 page 136, recorded July 5, 1995.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

552

SMS Form TCMNTNJ Rev. 06/01/94

WS1 026328



SCHEDULE C

Agent File No. MT 11221

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the Township of NEPTUNE, County of MONMOUTH and State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the easterly line of Fisher Avenue, said point being distant 121.30 feet southerly from the intersection formed by the easterly line of Fisher Avenue and the southerly line of West Lane Avenue and from; thence

- (1) South 06 degrees 40 minutes West along the easterly line of Fisher Avenue, 25.0 feet to a point; thence
- (2) South 83 degrees 20 minutes East, 148.43 feet to a point; thence
- (3) North 06 degrees 49 minutes East, 25.0 feet to a point; thence
- (4) North 83 degrees 20 minutes West, 148.55 feet to a point in the easterly line of Fisher Avenue and place of Beginning.

Being also known as Lot 166 in Block 195 as shown on the Tax Map of the Township of Neptune. (FOR INFORMATION PURPOSES ONLY).

WS1 026329



ENDORSEMENT

Issued By

Nations Title Insurance of New York Inc.

Attached to Policy or Commitment Number MT 11221
Endorsement No.: 01
The Company hereby endorses as follows:

RE: POPE
270 FISHER AVENUE
NEPTUNE, NJ 07753

Under Schedule A, Item 1(b) Loan Amount is hereby amended to read:

\$85,000.00

This endorsement is made a part of the policy or commitment and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and any prior endorsements, nor does it extend the effective date of the policy or commitment and any prior endorsements, nor does it increase the amount thereof.

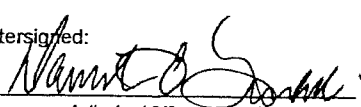
This endorsement shall not be valid or binding until signed by an authorized signature as designated below.

Signed this 26th day of April, 1996.

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

Countersigned:

By


Authorized Officer or Agent

Nations Title Insurance
of New York Inc.

By:


President

Attest:


Secretary

WS1 026330

Nations Title Insurance of New York Inc.
 54 Shrewsbury Avenue • Red Bank, NJ 07701
 Phone (908) 219-6540

NJ2- 203460



Date: April 26, 1996

NATIONAL HOME FUNDING,
 its Successors and/or Assigns
 3443 Highway 9 North
 Freehold, NJ 07728

Re: Closing Service Letter

Issuing Agent or Attorney whose conduct is covered: STANLEY YACKER, ESQUIRE

File No.: MT 11221 (POPE)

Premises: Lot 166, Block 195 Tax Map, Township of Neptune, County of Monmouth

Dear Customer:

When title insurance of Nations Title Insurance of New York Inc. ("Company") is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Nations Title Insurance of New York Inc. or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

CONDITIONS AND EXCLUSIONS**A. The Company will not be liable to you for loss arising out of:**

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B.** If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.
- C.** When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D.** Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E.** Claims shall be made promptly to the Company at its office at 6800 College Blvd., Suite 700, Overland Park, Kansas 66211. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F.** Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF NATIONS TITLE INSURANCE OF NEW YORK INC.

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

MONMOUTH TITLE AGENCY, INC.

Issuing Office

320 Broad Street

Address

Red Bank, N. J. 07701 (908) 758-0201

City

State

Phone

Sincerely,

Henry R. Kellermann
 Nations Title Insurance of New York Inc.
 Regional Vice President

NT 001222

NJRB 6-04
 8/1/94

ALTA Loan Policy
Schedule A

MORTGAGE TITLE INSURANCE POLICY

COPY

SCHEDULE A

Amount of Insurance: \$ 87,500.00

Policy No. **M** 189-193150

Agent File No. MT 11221

Date of Policy May 21, 1996

1. Name of Insured:

NATIONAL HOME FUNDING, INC.,
its Successors and/or Assigns

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

KATHY POPE, a single woman; MARVINA POPE, a married woman; MELVINA POPE, a single woman, by Deed from D. & SONS CONSTRUCTION CORP., dated April 30, 1996, recorded May 21, 1996, Clerk's Office Monmouth County, in Deed Book 5501 at page 877.

4. The insured mortgage and the assignments thereof, if any, are described as follows:

Mortgage in the amount of \$87,500.00 and interest made by KATHY POPE, UNMARRIED, MARVINA POPE ISLAM, UNMARRIED AND MELVINA POPE, UNMARRIED, to NATIONAL HOME FUNDING, INC., dated May 8, 1996, recorded May 21, 1996 in the Monmouth County Clerk's Office, New Jersey, in Mortgage Book 5987, page 725.

NOTE: Mortgage policy will insure that the mortgage set forth herein is a valid first mortgage lien on the above mentioned property in accordance with the conditions shown herein.

5. The land referred to in this policy is described as follows:

See Attached Legal Description in Schedule C

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

This policy is not valid unless
Schedule B is attached hereto.



Loan Policy
Schedule B
Part I

MORTGAGE TITLE INSURANCE POLICY

SCHEDULE B

Policy No. **M**189-193150

Agent File No. MT 11221

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Lien of Municipal Taxes for the year 1996. However, taxes have been paid through the 2nd Quarter, 1996. Subsequent quarters are not yet due and payable.
2. Based upon a survey made by Thomas M. Ernst & Associates dated May 18, 1995, the Company hereby insures against loss or damage which the insured shall sustain by reason of any encroachments, overlaps, boundary line disputes or easements, except as follows:

NONE.



Loan Policy
Schedule B
Part II

MORTGAGE TITLE INSURANCE POLICY

Agent File No. MT 11221

SCHEDULE B-II

Policy No. M 189-193150

In addition to the matters set forth in Schedule (B), the title to the estate or interest in the land described or referred to in Schedule (A) is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE



SCHEDULE c

Agent File No. MT 11221

Policy No. M 189-193150

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the Township of NEPTUNE, County of MONMOUTH and State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the easterly line of Fisher Avenue, said point being distant 121.30 feet southerly from the intersection formed by the easterly line of Fisher Avenue and the southerly line of West Lane Avenue and from; thence

- (1) South 06 degrees 40 minutes West along the easterly line of Fisher Avenue, 25.0 feet to a point; thence
- (2) South 83 degrees 20 minutes East, 148.43 feet to a point; thence
- (3) North 06 degrees 49 minutes East, 25.0 feet to a point; thence
- (4) North 83 degrees 20 minutes West, 148.55 feet to a point in the easterly line of Fisher Avenue and place of Beginning.

Being also known as Lot 166 in Block 195 as shown on the Tax Map of the Township of Neptune. (FOR INFORMATION PURPOSES ONLY):

NT 001226



ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT
(New Jersey)

Issued By

Nations Title Insurance
of New York Inc.

Agent File No. MT 11221

RE: POPE

270 FISHER AVENUE

NEPTUNE, NJ 07753

Attached to Policy Number M 189-193150

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement will not insure against liens arising pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et. seq. subsequent to the effective date of this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding until signed by an authorized signature as designated below.

Signed this 10th day of June, 19 96

Nations Title Insurance
of New York Inc.

MONMOUTH TITLE AGENCY, INC.
320 Broad Street
Red Bank, New Jersey 07701
(908) 758-0201

By:


President

Attest:


Secretary

Countersigned:

By


Authorized Officer or Agent

RESTRICTIONS, ENCROACHMENTS AND MINERALS ENDORSEMENT

Issued By

Nations Title Insurance of New York Inc.

Attached to Policy Number

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:
 - (a) There are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) There are no present violations on the land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate any building setback lines shown on a plat of subdivision recorded or filed in the public record.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) There is no encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.
 - (4) There is no encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (5) There are no notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:
 - (a) invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
 - (b) loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in Paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding until signed by an authorized signature as designated below.

Signed this _____ day of _____, 19 ____

Nations Title Insurance
of New York Inc.

By:


President

Attest:


Secretary

Countersigned:

By


Authorized Officer or Agent

NT 001228

MONMOUTH TITLE AGENCY, INC.

320 Broad Street • Red Bank, New Jersey 07701

Tel: 908 758-0201 • Fax: 908 758-0122

IMPORTANT NOTICE REGARDING RECOGNIZANCES

Please be advised that recognizances are not being indexed in the County Clerk's/Register's offices and thus this Company is unable to search for recognizances that may have been given by the grantors/mortgagees in this transaction. Any policy issued by this Company will take exception to recognizances, if any, filed against the grantors/mortgagees or the property described in Schedule A unless the grantors/mortgagees give the following statement in affidavit form:

The grantor(s)/mortgagor(s) have been advised that recognizances and/or abstracts of recognizances of bail are not being indexed among the records of the County Clerk/Register and that the title company is unable to search the land records for these items. Knowing that the title company, purchaser, and/or mortgagee will rely on the truthfulness of this statement, the undersigned hereby certify that there are no recognizances filed against the undersigned as either principal or surety or the property which is the subject of this transaction.

NT 001229

EXHIBIT 6

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: March 17, 1996

Commitment No. CT-16950

1. Policy or Policies to be issued:

(a) ALTA Owners Policy \$140,000.00

Proposed Insured: THOMAS G. LEODIS and ANNA LEODIS, husband and wife

(b) ALTA Loan Policy \$105,000.00
(10/17/92)

Proposed Insured: NATIONAL HOME FUNDING CORPORATION, its successors and/or assigns
as their interest may appear

2. Title to the FEE SIMPLE estate or interest in the land described or referred to
in this Commitment is at the effective date hereof vested in

Title is vested in Ernestine Murphy as surviving tenant by the entirety,
by Deed from Salvatore LoPresti and Maria LoPresti his wife, dated
December 2, 19__, recorded December 5, 1958, in Deed Book 2881, Page
492. Curtis Murphy died July 8, 1995.

3. The land referred to in this Commitment is described as follows:

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This commitment is invalid unless the Insuring Provisions
and Schedules A and B are attached.

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COMMITTEE FOR TITLE INSURANCE

SCHEDULE A (Description)

Commitment No. CT-16950

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Red Bank, County of Monmouth, and state of New Jersey.

Beginning at a point being the intersection of the northerly line of Bank Street with the easterly line of Leighton Avenue and running; thence

1. Along the northerly line of Bank Street, South 84 degrees 00 minutes East, 30.00 feet to a point; thence

2. North 06 degrees 00 minutes East, 116.50 feet to a point; thence

3. North 84 degrees 00 minutes West, 30.00 feet to a point in the easterly line of Leighton Avenue; thence

4. Along the easterly line of Leighton Avenue, South 06 degrees 00 minutes West, 116.50 feet to a point and place of Beginning.

The above description is drawn in accordance with a survey prepared by Thomas M. Ernst & Associates, Inc., dated April 9, 1996.

NOTE: Being Lot(s) 28, Block 7B, Tax Map of the Borough of Red Bank.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

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Schedule 6-1

COMMITMENT FOR TITLE INSURANCESCHEDULE B-I
(REQUIREMENTS)

Commitment Number: CT-16950

1. The following are the requirements to be complied with:

- A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
- B. Instruments in insurable form which must be executed, delivered and duly filed for record.
- C. Deed made by Ernestine Murphy, widow to D.E.K. Homes of New Jersey, Inc.
- D. Deed made by D.E.K. Homes of New Jersey, Inc. to the proposed insured(s) named in Schedule A, 1(a).
- E. Mortgage made by Anna and Thomas Leodis, husband and wife to the proposed insured named in Schedule A Section 1(b).
- F. Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- G. All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- H. Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- I. County judgment search is clear.
- J. New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- K. Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There are no open mortgages of record.

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NOTE: Flood search is attached hereto and is provided as an accomodation only. No liability is assumed for the results of said flood search.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

- L. Receipt of proper corporate affidavit of title for D.E.K. Homes of New Jersey, Inc.
- M. Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement - Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

- N. Survey dated April 9, 1996 made by Thoams M. Ernst & Associates, Inc. discloses no mislocations or encroachments except those set forth in Schedule B, Section 2. hereunder.

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Schedule B-1 consists of 2 pages.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II

Commitment Number: CT-16950

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - omit - 2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 3. Rights or claims of parties in possession not shown by the public records.
 - omit - 4. Easements or claims of easements not shown by the the public records.
 5. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 6. Taxes, or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
 7. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
 8. Lien for unpaid taxes for the year 1996.
 9. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.
- NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.
10. Concrete walk encroaches on premises adjoining to the south. (Bank Street).
 11. Fence encroaches on premises adjoining to the west.
 12. Fence encroaches on lands herein described from premises adjoining to the east.
 13. Possible encroachment of fence along northerly line of lands herein described.

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NO. 127 007

14. Possible encroachment of concrete drive along westerly line of lands herein described.

15. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that said rights are beneficial and appurtenant to the insured property and that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Schedule X-1) consists of 2 pages.

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This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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